

EPA Region 5 Records Ctr.



275528



June 2, 1999

Sherry Estes, Esq.  
Office of Regional Counsel  
US Environmental Protection Agency  
Region V  
77 West Jackson Boulevard (C-29A)  
Chicago, IL 60604

RE: Skinner Landfill

Dear Ms. Estes:

As you may be aware, Champion International Corporation ("Champion") entered into a de minimis settlement agreement earlier this year with the Plaintiffs in the Skinner Landfill private cost recovery action in the United States District Court for the Southern District of Ohio. In addition to providing for settlement of Plaintiffs' claims regarding their past costs at the Skinner Site, that agreement requires certain of the Plaintiffs to seek to negotiate a de minimis settlement between Champion and the United States (on behalf of the US Environmental Protection Agency ("EPA")) that is at least as protective of the company's interests as are the terms of EPA's Model De Minimis Consent Decree set forth in the December 7, 1995 Federal Register.

It is Champion's understanding that EPA, Region V has now determined what information it will require in order to determine that Champion qualifies for a de minimis settlement at this Site. That information consists of: (i) the summary of each de minimis settlor's waste-in volume and percentage share of Site costs, as determined by the Allocator in the Final Allocation Report from the Skinner Alternative Dispute Resolution process, and (ii) the narrative description of the Allocator's findings for each de minimis settlor, as set forth in the Preliminary Allocation Report and, where the Allocator supplemented or altered those findings in the Final Allocation Report, the Final Allocation Report.

Accordingly, I am enclosing the information requested by EPA for Champion. I believe that this information amply demonstrates that Champion is entitled to a de minimis settlement consistent with EPA's model de minimis settlement decree. Champion understands that EPA and Plaintiffs in the private cost recovery litigation will allocate among themselves the monies to be paid by Champion in settlement of the claims to Plaintiffs and the United States. By making this settlement offer, Champion does not acknowledge any liability for response costs at the Skinner Site.

In order to ensure that Champion is able to avoid the incurrence of additional transaction costs in connection with the ongoing Skinner cost recovery litigation, Champion strongly urges the EPA to finalize an appropriate de minimis settlement as expeditiously as possible. Such timely action would fulfill the statutory objectives of Section 122(g) of CERCLA and EPA's de minimis settlement policies, as well as provide needed funds for response actions at the Skinner Site.

Sincerely yours,

  
Melinda S. Kemp

## **Champion International**

Settlement Amount:           \$2,000.00

### **Excerpt from Allocator's Preliminary Report :**

Champion operated a paper mill in Hamilton, Ohio and one other facility within a 75-mile radius of the Site that used the Champion name and 11 other related facilities that did not. Champion responded to the ADR questionnaire only for its Hamilton facility. The paper mill produced coated and uncoated papers.

In its 1991 response to EPA's 104(e) request, Champion stated that its waste streams during the mid 1960s through the mid 1970s included:

- cleaning and degreasing materials (including kerosene, mineral spirits, 1,1,1 trichloroethane), sent to the POTW;
- colorcast coating materials (including waste nitrocellulose and methanol), self-hauled, burned at the Hodapp Landfill;
- pilot plant coating waste (including styrene, xylene, mineral spirits), hauled by Don Crane Trucking to a landfill in Kentucky;
- other wastes (including hypochlorite, empty chemical drums, cleaning compounds, etc.), self-hauled or hauled by Chem-Dyne, to Chem-Dyne Landfill.

Champion stated that it self-hauled some wastes to local landfills including the City of Hamilton Landfill (1930s - 1957), Butler County Landfill (until 1983), and the Chem-Dyne Landfill. Waste streams transported by Champion included non-compactible waste such as construction debris, mill trash consisting of cardboard boxes, office waste paper, food waste, empty drums, concrete debris, and construction lumber. Some drums containing (pre-RCRA) hazardous waste (calcium hypochlorite and spent methanol) was taken to the Chem-Dyne Landfill in Hamilton.

Champion used BFI to haul compactible waste from about 1971- 1996. Prior to that time, it used Quick Trash. The company believed all of its wastes were taken to the Bob Meyer Road Landfill and not to Skinner. This waste consisted of paper waste such as paper bags in which materials such as starch and casein were received, boxes in which parts were received, raw material pails, and empty paint pails. Unless I have overlooked it, Quick Trash has not appeared as a Skinner Landfill customer in any information provided to me and did not come up during the deposition process.

Based on the above investigation, Champion denied that it had any liability.

The only links to the Site with respect to Champion came through the testimony of Elsa Skinner and Ray Skinner. Elsa Skinner recalled only the name "Champion" associated with some customer. There are a number of entities in the Cincinnati area that use "Champion" in their name, however, as Champion pointed out, so it is difficult to use this testimony meaningfully.

Ray Skinner discussed a demolition project in Franklin, Ohio for Champion but Champion has persuaded me that it did not have a facility in Franklin, Ohio. Another entity, Franklin Board and Paper Company, might be the facility to which Ray Skinner was referring, Champion suggested, based on archival research that it had performed.

Ray Skinner also said (p. 1271) that Champion self-hauled some items in the 1960s — "there was big rolls of wire and stuff they brought in and wood and everything." He said he saw them there a "few times" in a stake rack truck with a capacity of about 9.5 cys. Champion is unable to confirm or refute this testimony.

**Waste In Amount.** I will credit Ray Skinner's direct testimony about Champion's use of the Landfill. I have assumed six trips at 9.5 cys per load, or 57 cys, and assigned Champion this waste-in total.

Final Allocation Recommendations in Alphabetical Order, Skinner Landfill Superfund Site, April 12, 1999

Name Of Party	Solid Waste In Cys	Liquid Waste In Gallons	Solid Waste In Total Cys 372906	Percentage	Liquid Waste In Total Gallons 262252	Percentage	Solid Waste	Liquid Waste	Owner/ Operator & Part of Chem-Dyne	Rest of Chem- Dyne	Total
CHAMPION INTERNATIONAL	57	0	372906	0.0153%	262252	0.0000%	0.00%	0.00%			0.00153%